

ORDINANCE NO. 9798-116

AN ORDINANCE AUTHORIZING THE PURCHASE
OF CERTAIN REAL ESTATE
(1105 North Goodwin Avenue)

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that acquisition of the real estate specified in the attached agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of the *King Park Neighborhood Plan* and the *Urbana HOME Consortium and the City of Urbana Consolidated Plan for Program Years 1995-1999*.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

1. That the City of Urbana hereby approves the agreement attached hereto and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana. The attached agreement relates to the following described premises, located in Urbana, Illinois.

The South 38 feet of Lot 1 and the South 38 feet of the East 33 feet of Lot 2 in Block 12 of the Seminary Addition to the City of Urbana; situated in the City of Urbana, Champaign County, Illinois;

more commonly known as 1105 North Goodwin Avenue, Urbana, Illinois
PIN: 91-21-07-259-008

2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, or a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 18th day of May, 1998.

PASSED by the City Council this 18th day of May, 1998.

AYES: Hayes, Huth, Kearsley, Papp, Taylor, Whelan, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this 18th day of May, 1998.

The seal of the City of Urbana, Illinois, is a circular emblem. It features a central sunburst design with the words "CITY OF URBANA" and "ILLINOIS" around the perimeter. The seal is partially obscured by the signatures of the City Clerk and the Mayor.
Phyllis D. Clark, City Clerk
by Deborah J. Roberts, Deputy Clerk
Tod Satterthwaite
Tod Satterthwaite, Mayor

CONTRACT FOR SALE OF REAL ESTATE

This Agreement made and entered into this 1st day of June, 1998, by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois, hereinafter referred to as "Buyer," and Daryl E. Lynn as Agent for the Estate of Edward Lynn, Deceased, hereinafter referred to as "Seller." Buyer recognizes Daryl E. Lynn as acting administrator of the Estate of Edward Lynn, Deceased, for purposes of attempting to complete this sale.

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO as follows:

1. Sale. The Seller agrees to sell and convey and the Buyer agrees to buy the following described parcel of real estate:

The South 38 feet of Lot 1 and the South 38 feet of the East 33 feet of Lot 2 in Block 12 of the Seminary Addition to the City of Urbana; situated in the City of Urbana, Champaign County, Illinois;

more commonly known as 1105 North Goodwin Avenue, Urbana, Illinois
PIN: 91-21-07-259-008 (hereinafter referred to as "Subject Property").

2. Purchase Price. The agreed purchase price of Eight Thousand and 00/100 Dollars (\$8,000.00) shall be paid in cash at closing but from such purchase price shall be first deducted the credits and other deductions allowed in this Contract.
3. Evidence of Title. Within a reasonable time Seller shall deliver to Buyer as evidence of Seller's title a Commitment for Title Insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to Subject Property in Buyer's name for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and any and all search charges.

Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements, if any; covenants and restrictions of record which are not violated by the existing improvements or the present use of Subject Property and which do not restrict reasonable use of Subject Property; and existing mortgages to be paid by Seller or assumed by Buyer at closing.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable

time to have such title exceptions removed, or, any such exceptions which may be removed by the payment of money may be cured by deductions from the purchase price at the time of closing. If Seller is unable to cure such exceptions, then Buyer shall have the option to terminate this Contract.

4. Conveyance Conveyance shall be by a deed or deeds to the Buyer, with release of dower and homestead rights. Buyer shall not be obligated to make payments pursuant to this Contract unless or until deeds are tendered which would give Buyer good merchantable title to Subject Property.
5. Taxes and Assessments. Real estate taxes apportioned up to the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information including confirmed multipliers. Transfer tax and all special assessments that are a lien upon Subject Property as of the date of this Contract shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.
6. Closing. Closing shall be at the office of the City of Urbana Grants Management Division, Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before December 31, 1998. Possession of the premises shall be delivered to Buyer upon closing.
7. Leases. Seller affirms that Subject Property is vacant as of the date of this Contract. Seller further affirms that it is not party to a lease or contract sale with respect to Subject Property as of the date of this Contract. Seller shall not permit or allow or create any leases or allow or permit the renewal or extension of any lease with respect to Subject Property. It is agreed that the non-leasing provisions of this Contract are material, and, if Seller violates this provision regarding the non-leasing of Subject Property, Buyer may, at its option immediately declare this contract null and void.
8. Condition of Property. Buyer agrees to accept Subject Property in its "as-is" condition, and Seller disclaims all warranties express or implied as to the condition of the premises.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:
The Estate of Edward Lynn
c/o Daryl Lynn
P.O. Box 14433
St. Paul, Minnesota 55114-0433

BUYER:
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

BY:

Daryl E. Lynn

Daryl E. Lynn
Agent for the Estate
of Edward Lynn, Deceased

BY:

Tod Satterthwaite

Tod Satterthwaite, Mayor

ATTEST:

Phyllis D. Clark

Phyllis D. Clark, City Clerk